



12-15-2006



U.S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

103349643

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Chad M. Sindel (11/3/2006), Craig J. Koloske (11/10/2006), and John M. Petlansky (11/3/2006)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s): in parentheses after inventor name

- ☒ Assignment ☐ Merger ☐ Change of Name  
☐ Security Agreement ☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

**2. Name and address of receiving party(ies)**

Name: Top Shelf Manufacturing, LLC

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

1631 Industrial Drive  
Suite B

City: Stockton

State: California

Country: United States of America Zip: 95206

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/511,308

B. Patent No.(s)

Additional numbers attached?

☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Stephen A. Soffen  
DICKSTEIN SHAPIRO LLP

Internal Address: Atty. Dkt.: P0960.0008/P008

Street Address: 1825 Eye Street, NW

City: Washington

State: DC Zip: 20006-5403

Phone Number: (202) 420-4879

Fax Number: (202) 420-2201

Email Address: SoffenS@dicksteinshapiro.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 40.00

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers 1002  
Expiration Date 01/07

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

Stephen A. Soffen - 31,063

Name of Person Signing

December 12, 2006  
Date

Total number of pages including cover sheet, attachments, and documents:

7

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Chad M. Sindel; Craig J. Koloske; and John M. Petlansky (hereinafter referred to as Assignors), residing at 84 Matisse Court, Pleasant Hill, California 94523; 30000-186 Kasson Road, Tracy, California 95304; and 31411 Kasson Road, Tracy, California 95376, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in ANKLE BRACE WITH MECHANICAL ADVANTAGE CLOSURE SYSTEM, set forth in a Patent application for Letters Patent of the United States, already filed on August 29, 2006 as U.S. application No. 11/511,308; and

**WHEREAS**, Top Shelf Manufacturing, LLC, a organized under and pursuant to the laws of California having its principal place of business at 1631 Industrial Dr., Suite B, Stockton, California 95206 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property

including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any

reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.


AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

DICKSTEIN SHAPIRO LLP

All practitioners at Customer Number 24998

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

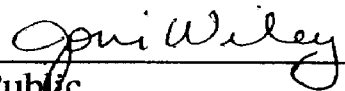
  
Chad M. Sindel

Date: November 3, 2006

United States of America )  
State of California ) ss.:  
County of Alameda )

On this 3<sup>rd</sup> day of November 2006, Joni Wiley, before me  
personally came Chad M. Sindel, to me known to be the  
described in and who executed the foregoing instrument, and acknowledged  
of the same.



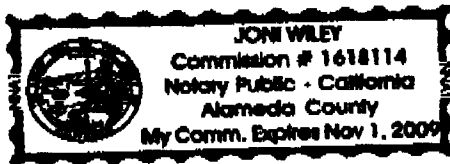
  
Notary Public

Craig J. Koloske  
Craig J. Koloske

Date: November 10, 2006

United States of America )  
State of California ) ss.:  
County of Alameda )

On this 10<sup>th</sup> day of November 2002, Jon Wiley, before me  
personally came Craig J. Koloske, to me known to be the  
described in and who executed the foregoing instrument, and acknowledged  
of the same.

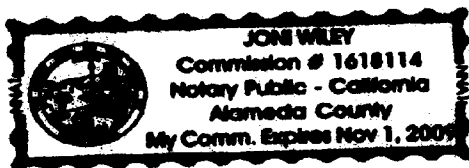


Jon Wiley  
Notary Public

Date: November 3, 2006

United States of America )  
State of California ) ss.:  
County of Alameda )

On this 3<sup>rd</sup> day of November 2006, Joni Wiley, before me personally came John M. Petlansky, to me known to be the described in and who executed the foregoing instrument, and acknowledged of the same.



Goni Wiley  
Notary Public